

FINANCIAL SECURITY FORMS

Letter of Credit

A letter of credit must be issued by a Federal- or Pennsylvania-chartered lending institution. In addition to customary requirements for a letter of credit, the document must state:

Obligor: Name of contractor and address

Beneficiaries: Millcreek Township
Millcreek Township Sewer Authority
3608 West 26th Street
Erie, PA 16506-2037

Purpose: Secure proper performance by the Obligor of all work in connection with effecting, altering, modifying or terminating a connection and constructing building sewers or mains for property known as _____.

Term: Not less than one (1) year from date of issuance.

Should work required under the issued permit and applicable regulations not be completed and certified as completed within one year after the date of issuance, the letter of credit shall automatically be extended for an additional period of one year.

Exercise: Upon written certification by Millcreek Township or the Millcreek Township Sewer Authority that work has not been performed in accordance with the issued permit and/or applicable regulations and standards, Millcreek Township and/or the Millcreek Township Sewer Authority, at its or their sole election and free from any claim by the obligor or the issuer, may demand and collect up to the full amount of the letter of credit.

Nonrenewal: Should the issuer elect not to renew the letter of credit, it shall give the beneficiaries at least thirty (30) days' prior written notice of its election not to renew, in which event Millcreek Township and/or the Sewer Authority may, upon written demand and free from any claim by the obligor or the issuer, draw up to the full amount of the security.

Restricted or Escrow Account

A restrictive or escrow account must expressly name Millcreek Township as owner (subject to proper performance and release of the security) or specifically assign to Millcreek Township the right to recover up to the full amount of the account as required to defray or reimburse expenses, attorneys' fees and other damages sustained as a consequence of the work and/or secure payment of sums due pursuant to the permit.

MSA-MT 5164

MILLCREEK TOWNSHIP

**APPLICATION FOR PERMIT
TO MAKE, ALTER OR TERMINATE CONNECTION
TO THE SANITARY SEWER SYSTEM**

Erie County Index No. (33) _____

Permit No. _____

The undersigned hereby applies for a permit to make, alter, modify or terminate a connection to the Millcreek Township public sanitary sewer system. A plan of the premises subject to this application and showing the proposed connection, alteration or termination and the proposed sewer facilities is attached hereto and is made a part of this application. The undersigned promises and agrees that if a permit is issued, the proposed work shall be done in accordance with regulations of the Millcreek Township Sewer Use Ordinance, Rules and Regulations Governing the Sanitary Sewer System, construction standards of the Millcreek Township Sewer Authority and the terms of this application.

Permit Fee: \$ _____ Tap-In Fee: \$ _____ Other Fees: \$ _____

Owner Name(s): _____

Owner(s) Address: _____

Telephone: _____

Subject Property: _____

Subdivision: _____ Lot No.: _____

Street(s) Involved: _____

Intended Use of
Property After
Connection _____

Contractor Name: _____

Contractor Address: _____

Telephone: _____

Address for Billing: _____

A Plan of the proposed property and work is attached to this application. This application must be signed by the property owner unless the owner(s) has/have submitted to the Millcreek Township Sewer Authority a writing authorizing a third party to submit this application on owner's behalf *and* agreeing to be bound by all obligations on the permit.

Date: _____

APPLICATION FOR PERMIT
TO MAKE, ALTER OR TERMINATE CONNECTION
TO THE SANITARY SEWER SYSTEM

PAGE 2 OF 2

PLAN OF SUBJECT PROPERTY AND PROPOSED WORK:

(FOR SEWER AUTHORITY USE ONLY)

Application ☐ GRANTED ☐ DENIED Date: _____

Contractor/Owner Financial Security on File? ☐ YES ☐ NO

Reason(s) for Denial: _____

Work Authorized: _____

This permit is valid for one year from the above date of approval, and expires unless extended
on request of the owner and for good cause shown.

Authority Representative: _____

(To be completed after connection and inspection)

Date of Sewer Inspection _____ Drain Inspection _____

Connection Location: _____

Inspected Work ☐ APPROVED ☐ DISAPPROVED Reason(s): _____

Date: _____

Inspector Signature: _____

MSA-MT 5166

App. 503

RELEASE AND ACKNOWLEDGMENT

The Undersigned(s) ("Owner") is/are the owner(s) of that property in Millcreek Township, Erie County, Pennsylvania commonly known as: _____, which is served by the Millcreek Township sanitary sewer system.

I/We have been advised by representatives of Millcreek Township and/or the Millcreek Township Sewer Authority that because of topography, grade or other unique circumstance beyond control of Owner, Millcreek Township and the Millcreek Township Sewer Authority, installation of a backwater valve at the property would help to protect the property against backups of sewage. Conditioned on this Release and Acknowledgment, Millcreek Township and/or the Millcreek Township Sewer Authority have offered to provide the following: _____

In consideration of the above, Owner hereby agrees as follows:

1. Owner shall be solely responsible for installation, cleaning and future maintenance of the backwater valve and all costs associated with installation, repair, operation and replacement of the valve except for the Township's and Authority's contribution defined above.
2. Owner shall be solely responsible for installation of the valve and its accessories.
3. Owner releases and waives any and all claims and causes of action of any nature against Millcreek Township and the Millcreek Township Sewer Authority which pertain to or arise from installation of the backwater valve, operation, maintenance, repair or replacement of the valve and potential damages to the floor of the building which might result from the absence of or maintenance of footer drains and/or a sump pump system.

Date: _____ (SEAL)
Owner Signature

Date: _____ (SEAL)
Owner Signature

Original in MTSA File
Copy to Owner

RELEASE/SEWER

MSA-MT 5167

**MILLCREEK TOWNSHIP
REQUEST FOR INSPECTION OF SEWER CONNECTIONS**

The undersigned requests that Millcreek Township inspect the described property to determine whether any connections to the sanitary sewer system exist which violate the Sewer Use Ordinance. If the undersigned is not the owner, the written consent to and authorization of the owner is attached.

Property Address: _____

Record Owner(s): _____

Name of Requester(s): _____

Requester Address: _____

Requester's Phone #: _____ Requester's Fax #: _____

Person to Contact for Inspection: _____

Contact's Relationship if not Owner: _____

Contact's Phone #: _____ Contact's Fax #: _____

Requested Times/Days for Inspection: _____

Reason for Request: _____

Is a clean-out accessible on the property? _____ (If not, see below)

If clean-out is accessible, where is it located? _____

Is there a water source to the property? _____

If no water source, how will requester/owner provide water source? _____

Fees paid with Request: \$ _____

Fee payment includes base fee plus: _____

Request Date: _____

Signature of Requester

Send Request with Fee Payment and Owner Authorization, if required, to:

Millcreek Township Sewer Authority
3608 West 26th Street
Erie, PA 16506-2037

MSA-MT 5168

App. 505

MILLCREEK TOWNSHIP

OWNER'S AUTHORIZATION TO CONDUCT INSPECTION

Property Address: _____

Owner's Name(s): _____

Requester's Name: _____

TO: Millcreek Township
Millcreek Township Sewer Authority

I understand that the above-named Requester will submit to you a written request that the above property, owned by the undersigned, be inspected to determine whether any unlawful connection(s) have been effected to the public sanitary sewer system. I/We acknowledge that an "unlawful" connection can include such things as discharge into the sanitary sewer system of storm waters, roof runoff, ground waters, surface drainage or subsurface drainage, as well as defective building sewers which allow infiltration of ground or storm waters into the sanitary sewer system.

You are hereby authorized to enter upon my/our property for the purpose of conducting the requested inspection. The undersigned will be present to allow access into buildings on the property or will ensure that an authorized representative is present to do so. I/We understand that traps and clean-outs must be accessible at the time of the inspection so that the building sewer(s) can be inspected. If the traps and clean-out at the property is covered by carpeting, furniture or other items, these items will be removed to allow access for the inspection.

I/We understand that damage can result from attempts to inspect if the traps and clean-outs are not present or accessible. If traps and clean-outs are not made accessible at the time of inspection, we release Millcreek Township and the Millcreek Township Sewer Authority from all claims relating to damage to carpeting or other items, including the building sewer, which result from reasonable conduct of the inspection in the circumstances.

Signed at _____ this _____ day of _____

Owner

Owner

**MILLCREEK TOWNSHIP
CERTIFICATION OF SANITARY SEWER CONNECTIONS**

Subject Property: _____

Type of Building(s): _____

Name(s) of Owner(s): _____

Date of Inspection(s): _____

Inspector(s)'s Name: _____

The inspection of the property included:

Downspouts (note # and locations) _____

Floor drains (note # and locations) _____

Camera images from the sewer main _____

All downspouts and floor drains were inspected except as follows (indicate reasons) _____

_____ No connections to the sanitary sewer prohibited by the Sewer Use Ordinance were noted OR

_____ Connections to the sanitary sewer prohibited by the Sewer Use Ordinance were noted

Detail re. unlawful connections: _____

Limitations, if any, on the inspection and this certification (with reasons): _____

Date: _____

Name: _____

Original to Requester

Copy to Property Owner

Copy in Township File with Request and Authorization

(Notice of Intended Inspection)

Dear Sanitary Sewer Customer:

The Millcreek Township Sewer Authority and Millcreek Township are responsible for conducting inspections of the sanitary sewer system to prevent storm or "clean" water from entering and overloading the sanitary sewer system. "Clean" water generally is water that has not been contaminated and does not require treatment prior to discharge. Rainfall, ground or subsurface drainage, sump discharges and roof runoff are examples of "clean" water.

The Township's Sewer Use Ordinance prohibits connection of "clean" water discharges into the sanitary sewer system. Despite this, many connections of "clean" water to the sanitary sewer have been found. No sanitary sewer system can accommodate both sanitary sewerage and "clean" water. Unlawful connections to the sanitary sewer system have resulted in:

- Backup of sewage and flooding of basements.
- Substantial costs to rate payers of transporting and treating "clean" water.
- Discharges to protect against sewage backups that lead to fines paid by the system.
- Sanitary flows exceeding our system's allowed capacity and prompting surcharges.
- Expensive capital projects that cause rate increases to all users of the system.

The Township and Authority are committed to identifying and eliminating these unlawful connections. We recognize that many property owners may not even know that there is an unlawful connection of "clean" water to the sanitary sewer. Your area and your property have been identified as having significant potential for an unlawful connection.

In the near future, you will receive a call from Phil Cardella, the Township Sewer Inspector, to schedule an inspection. You may also call the Authority's office and speak with Jan Agnello (835-6721, ext. 326) to make an appointment for an inspection. Our ordinance requires owners to allow access to their property for inspections and we hope you will cooperate with these efforts. Mr. Cardella and other inspectors will have identification when they visit to inspect. If there is any need to verify that an inspector is an authorized representative, you may contact this office during normal business hours. It is important that there be access to the clean-out in your basement at the time of the inspection.

Thank you in advance for your cooperation. Others in your area are also being contacted. Please understand that the process of inspection takes time with our limited staff.

Very truly yours,

Dated: _____

George W. Riedesel, P.E., Manager

INSPECLT/SEWER

(Followup if no response to request for inspection)

(Date)

Owner Name
Street Address
City, State, Zip

Re: Inspection of Sanitary Sewer Connections

Dear _____:

Millcreek Township and the Millcreek Township Sewer Authority have reason to believe that your property may have a connection of "clean" or storm water to the sanitary sewer system.

The Millcreek Township Sewer Use Ordinance requires that owners allow access by the Township and the Authority to properties so that inspections can be conducted. An owner's failure or refusal to allow access or inspections can lead to imposition of fines for each day of violation.

Millcreek Township's Sewer Inspector has attempted to contact you to schedule an inspection, but no response to his request has been received. To avoid the need for proceedings under the ordinance, please contact Jan Agnello at this office (835-6721, ext. 326) to make an appointment for an inspection of your service lateral and connection. The business card for the inspector is enclosed. You may also try to reach him at his cell phone number. Access to the clean-out in your basement will be required at the time of the inspection.

If we do not hear from you by _____ so that an inspection can be scheduled, we will have to begin enforcement proceedings regarding failure or refusal to allow access to your property. We hope you will make this unnecessary by responding promptly to this letter.

Very truly yours,

George W. Riedesel, P.E., Manager

cc: Richard Bridger
Philip Cardella

INSP#2LT/SEWER

MSA-MT 5172

App. 509

(Letter re. inaccessible clean-out)

(Date)

Owner Name
Street Address
City, State, Zip

Re: Sanitary Sewer Inspection

Dear _____:

Recently, a Millcreek Township Sewer Inspector visited your home to inspect connections to the sanitary sewer system. At that time, there was no access to the clean-out in your basement.

Access to the clean-out is necessary for an inspection, and would also be necessary if you ever have a sewer problem.

Please locate the clean-out and make it accessible for inspection. Please then give me a call at 835-6721, extension 326 so that another appointment can be made to complete this inspection. Your prompt attention will be appreciated.

Very truly yours,

Janice K. Agnello
Executive Assistant

MSA-MT 5173

CLNOUT/SEWER

App. 510

(Notice where apparent violation noted other than from inspection)

(Date)

Owner Name
Street Address
City, State, Zip

Re: Unlawful Connection to Sanitary Sewer

Dear _____:

It has come to the attention of Millcreek Township and the Millcreek Township Sewer Authority that your property may have a connection of storm or "clean" water to the sanitary sewer system. The Township's Sewer Use Ordinance prohibits and declares unlawful connections of ground, subsurface or surface drainage or of roof runoff or sump discharges to the sanitary sewer system. The ordinance also authorizes actions to terminate unlawful connections and imposes fines for each day of a violation.

Rather than pursuing enforcement proceedings, we request that you call Jan Agnello in this office at 835-6721, ext. 326 to schedule an inspection of your service lateral and connection. Access to the clean-out in your basement will be required at the time of inspection.

If an inspection should determine that there is no unlawful connection, no further action would be needed. If inspection discloses existence of an unlawful connection, we would provide you with detail of how you can eliminate that connection without legal proceedings being needed.

If we do not hear from you within 15 days after the date of this letter, we will have no choice but to begin actions to enforce the ordinance. We look forward to hearing from you.

Very truly yours,

George W. Riedesel, P.E., Manager

cc: Richard Bridger
Philip Cardella

MSA-MT 5174

INDVINSP/SEWER

App. 511

(Letter to accompany enforcement notice)

(Date)

Owner Name
Street Address
City, State, Zip

Re: Unlawful Connection to Sanitary Sewer

Dear _____:

It has been determined by Millcreek Township and the Millcreek Township Sewer Authority that your property has a connection of ground or storm water to the sanitary sewer system. Millcreek's Sewer Use Ordinance prohibits such connections, imposes fines for each day of a violation and authorizes measures to terminate the connections.

I am enclosing with this letter an Enforcement Notice citing you with violation of the ordinance. The notice provides detail as to the violation and how it can be rectified.

Before taking action that might lead to imposition of substantial fines, we would like to work with you to assist you in terminating the unlawful connection. To rectify the violation, you must make repairs within 60 days after the date of this letter that will terminate the unlawful connection to the sanitary sewer and redirect ground or storm water in another way that complies with Township ordinances.

Please contact Jan Agnello in this office at 835-6721, ext. 326 when you know that the work will be done, so that an inspector can be present to monitor the disconnection and other work. If work is done without inspection and ends up not meeting standards, additional work would be required. If the unlawful connection is not disconnected within 60 days, fines for each day of violation as recited in the enforcement notice can be imposed. You may contact the Township's Inspector, Phil Cardella (873-4449), or Mrs. Agnello may be able to offer suggestions as to how the unlawful connection can be terminated.

Thank you in advance for your cooperation in this matter.

Very truly yours,

cc: Richard Bridger
Philip Cardella

George W. Riedesel, P.E., Manager

TOWNSHIP OF MILLCREEK

3608 West 26th Street

Erie, PA 16506-2037

ADMINISTRATIVE ENFORCEMENT NOTICE
(REMEDIAL ACTION REQUIRED)

Notice Date: _____ Index No. _____

TO: _____, Owner
of property known as _____

YOU HAVE VIOLATED SECTION _____ OF THE MILLCREEK TOWNSHIP
SEWER USE ORDINANCE (ORDINANCE NO. 2004-4, AS AMENDED.

DATE OF YOUR VIOLATION: _____
YOU VIOLATED THE ORDINANCE BY _____

YOU ARE HEREBY DIRECTED TO TAKE THE FOLLOWING ACTION ON OR
BEFORE _____ TO REMEDY THE VIOLATION AND AVOID
IMPOSITION OF A FINE FOR VIOLATION: _____

YOU MUST OBTAIN A PERMIT IF WORK WILL BE DONE TO A SEWER
CONNECTION. ALL WORK MUST BE INSPECTED, AND NOTICE MUST BE GIVEN
TO THIS OFFICE SO AN INSPECTION CAN BE SCHEDULED. IF YOU BELIEVE YOU
HAVE REMEDIED THE VIOLATION, PLEASE CONTACT THE UNDERSIGNED AT
833-1111 ON MONDAY THROUGH FRIDAY FROM 8 A.M. UNTIL 4:30 P.M. EXCEPT
ON TOWNSHIP HOLIDAYS.

IF YOU DO NOT REMEDY THE VIOLATION BY THE DATE SET FORTH
ABOVE, A CIVIL ACTION FOR ENFORCEMENT AND FOR JUDGMENT FOR FINES
AND COSTS WILL BE FILED IN THE OFFICE OF THE DISTRICT JUSTICE. FINES
PRESCRIBED FOR THE VIOLATION ARE \$600.00 FOR EACH DAY THE VIOLATION
CONTINUES. IN ANY ENFORCEMENT ACTION, THE TOWNSHIP IS ALSO
ENTITLED TO RECOVER ATTORNEYS' FEES.

Signature of Code Enforcement Officer

Title: _____

AUTHORIZATION AND CONSENT

Property Address: _____

The Undersigned(s) is/are the owner(s) of the above property and will be referred to in this document as the "Owner".

Owner has been advised by Millcreek Township and/or the Millcreek Township Sewer Authority (collectively referred to as "Millcreek") that one or more discharges of storm water from the above Property have been connected to the sanitary sewer system, in violation of Millcreek regulations.

Owner understands that this violation can be rectified only by termination of the unlawful connection(s).

Owner has advised Millcreek that Owner is nor or may not be able to afford the costs of repairs necessary to terminate the unlawful connection(s).

Owner authorizes Millcreek and its employees or contractors to:

1. Enter onto the Property and into the building(s) on the Property served by the sanitary sewer, to conduct inspections to identify any unlawful connection(s) to the sanitary sewer system and determine how such connection(s) can best be terminated; and
2. Obtain proposals or quotations from one or more plumbing firm(s) for the work needed to terminate the unlawful connection(s).

Owner understands that Millcreek will then advise Owner of the work believed to be necessary and of the cost proposals it has received. Owner then will have the right either to retain a firm to do the needed work directly for Owner or to then enter into a written contract with Millcreek under which Millcreek would secure a firm to provide the work and submit to Owner an assessment for such costs. If Owner later decides that Millcreek should have the work done and assess Owner for its costs, Owner understands that a lien would be filed against the Property if the assessment was not paid within 30 days. Owner also understands that interest accrues on unpaid assessments at the rate of ten percent (10%) per year.

Date: _____

Owner Signature

Date: _____

Owner Signature

MSA-MT 5177

CONSENT TO REPAIRS AND ASSESSMENT

Property Address: _____

The Undersigned(s) is/are the owner(s) of the above property and will be referred to in this document as the "Owner".

Owner on _____ signed an Authorization and Consent which authorized Millcreek Township and the Millcreek Township Sewer Authority (collectively "Millcreek") to inspect Owner's Property and secure proposals or quotations for work to terminate unlawful connections from the Property to Millcreek's sanitary sewer system.

Millcreek's investigation determined that one or more unlawful connections exist at the Property. Millcreek has discussed with Owner the results of its investigation and has advised Owner of the proposals or quotations received from plumbing firms to do that work necessary to terminate the unlawful connection(s). A copy of the quotation or proposal of the firm which Owner is satisfied is most reasonable in price and quality of work is attached to this Consent.

Owner does not have the financial ability to pay in full the costs of the needed work.

Owner understands that if Millcreek secures performance of the needed work at the Property, Owner is responsible for costs of the work as it benefits the Property and rectifies a violation of Millcreek regulations. Owner has been advised that if an assessment for the costs of the work is not paid in full within 30 days after the assessment date, a lien would be filed against the property and interest on the unpaid assessment would accrue at the rate of 10% per year.

With this knowledge, Owner hereby agrees that Millcreek should retain the plumbing firm whose proposal is attached to this Consent to perform work necessary to terminate the unlawful connection(s) at the Property to the sanitary sewer. Owner understands that upon completion of the work and its payment to the retained firm, Millcreek will issue its assessment for said costs to Owner. If Owner does not pay the assessment in full within 30 days after its date, interest on the unpaid amount will accrue at 10% per year from the assessment date and Millcreek Township shall have authority to file a municipal lien for such costs in the Erie County Court of Common Pleas which shall be a lien against Owner's Property until paid in full.

Date: _____

Owner Signature

Date: _____

Owner Signature

MSA-MT 5178

App. 515

(Date)

Dear

Thank you for your cooperation in allowing an inspection of your property's sewer connections.

I write to confirm that Millcreek Township's inspection on _____ disclosed no indication of any connections to the sanitary sewer system which violate the Township's Sewer Use Ordinance.

Thank you again for your cooperation.

Sincerely,

Copy for property file

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into the _____ day of February, 2004

BETWEEN:

DEVELOPER, INC., a Pennsylvania Business Corporation whose principal office is located at 0000 Street, Millcreek Township, Erie County, and Commonwealth of Pennsylvania, hereinafter referred to as "Developer"

AND

MILLCREEK TOWNSHIP SEWER AUTHORITY, an Authority created under and by virtue of the Municipality Authorities Act of 1945, as amended, with its principal office located in the Township of Millcreek, County of Erie and State of Pennsylvania, hereinafter referred to as "Authority".

WITNESSETH:

WHEREAS, the Developer is the owner of land in Millcreek Township known generally as the _____ Subdivision located at 0000 Street, which is further identified as part of land identified by deed recorded at the Erie County Recorder of Deeds in record book 000 on page 0000 and also as Erie County Index No. 33-000-000-000.00 and as Millcreek Map Parcel No. 000-000; and

WHEREAS, the Developer has submitted design plans to the Authority for approval of sanitary sewers to be installed in _____ Street, (the "Sewer Extension"), to serve the development known as the _____ Subdivision and the developer agrees to construct the Sewer Extension in accordance with the Authority's requirements; and

WHEREAS, the Developer has received conditional approval from the Supervisors of Millcreek Township for the final plan of the _____ Subdivision by letter from the Engineer of Millcreek Township; and

WHEREAS, the Developer has obtained permit approval for the Sewer Extension from the Pennsylvania Department of Environmental Protection.

NOW THEREFORE, in consideration of their intent to be legally bound hereby and other good and valuable consideration, the parties hereto agree as follows:

MSA-MT 5180

1.

Sewer Extension - the term Sewer Extension as used herein shall mean all the sanitary sewer pipe and manholes, and any fittings and connections related thereto. It shall also include, where applicable, all pumping stations, force mains, electrical equipment, fencing, valves and any facilities related thereto. Any and all sanitary sewer facilities proposed for construction by Developer which are to become part of the Millcreek Township Sanitary Sewer System are herein defined as the Sewer Extension.

2.

Developer further agrees that said construction shall be in compliance with the Authority's General Specifications for Sewer Main Installation, and the Township of Millcreek Specifications covering backfill, which are incorporated herein by reference, and that such construction shall be subject to inspection and approval by Authority or its agents. The safety of all persons present at and in the vicinity of the site of the work performed pursuant to this Agreement shall be the responsibility of Developer and any contractor employed by Developer, and it shall not be the responsibility of Authority or the Township of Millcreek. Developer and any contractor employed by Developer shall ensure that during the progress of the work there is compliance with the regulations of the Occupational Safety and health Administration relating to "Excavations, Trenching and Shoring," 29 C.F.R. {{1926.650 through 1926.653, and the regulations of the Pennsylvania Department of Labor and Industry relating to "Excavations and Construction," 34 PA. Code {{33.271 through 33.319. Authority shall have the right, but not the obligation, to inspect the work site for compliance with such regulations. The undertaking of inspections by the Authority's engineers or authorized representatives of the Authority shall not be construed as supervision of actual construction nor make the engineers or the Authority responsible for providing a safe place or safe conditions for the performance or work under this agreement or contract by contractor, or contractors' employees or those of the suppliers or subcontractors. It is the sole responsibility of the contractor to provide a safe place and safe conditions for the performance of work and the sole responsibility of the contractor to enforce suitable rules, including all rules promulgated pursuant to the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.* and implementing regulations, for the safe prosecution of the work and for the safety and health of the workers employed on the project.

3.

Developer further understands and agrees that it will assume all costs and expenses in connection with the construction of the Sewer Extension, including but not limited to the cost of all labor, material, equipment, charges and fees of any kind.

If any portion of the Sewer Extension is constructed within a state right-of-way, Developer agrees to restore the area within the state right-of-way according to the requirements of PennDOT, and further Developer agrees to warranty such restoration for a period of two years.

It is specifically understood and agreed that Developer hereto shall restore the surface of any public or private property, or way through which this Sewer Extension shall be constructed to the condition that existed prior thereto, and at its own expense.

MSA-MT 5181

It is specifically understood and agreed that Developer hereto shall contact any Property Owners in at least 48 hours in advanced of any planed disruption of any utility services or road closings. It is also agreed that Developer shall contact Millcreek Township and the Millcreek Township School District regarding said road closings.

It is recognized and understood that Developer may employ a contractor for the purpose of actually constructing the Sewer Extension but, it is also specifically understood and agreed that such employment shall not in any way absolve Developer of any of its obligations under this Agreement.

4.

Developer also agrees to protect and hold harmless the Authority and the Township of Millcreek, and their agents and employees from any and all costs and expenses occasioned by the repair, replacement or maintenance of the Sewer Extension due to defective materials and/or workmanship for a period extending eighteen (18) months beyond the date of its acceptance by the Authority.

5.

Upon completion of the work of construction and final inspection and acceptance by Authority, ownership of the Sewer Extension shall vest in the Authority and all right, title and interest of Developer therein shall cease and terminate; it being the intention of the Developer to convey title to the Authority and to dedicate the Sewer Extension to public use, and the approval and acceptance by the Authority shall be deemed to be acceptance of said dedication. The Developer, upon completion of the construction of the Sewer Extension, agrees to dedicate the rights-of-way in which the Sewer Extension is constructed, by recording a dedication map at the Erie County Recorder of Deeds, after said map has been approved and signed by the Supervisors of Millcreek Township.

6.

If any portion of the Sewer Extension is not constructed within a dedicated right-of-way, Developer agrees upon completion to provide the Authority with an executed Deed of Grant conveying ownership of the Sewer Extension and a twenty (20) foot wide easement, in which the Sewer Extension and appurtenances are constructed for the purpose of operating and maintaining the Sewer Extension. Thereafter, no connection to the Sewer Extension or any house branch shall be made at any time by Developer or any other party or person without first obtaining consent in writing from the Authority and/or Township of Millcreek.

7.

Developer also understands and agrees not only to construct at its own expense the Sewer Extension, but also agrees to pay to the Authority at the time of execution of this Agreement, a Developer Fee for the privilege of tapping into the existing sanitary sewage system, which fee includes services to be furnished by Authority, including design review, inspection, testing and asbuilt plan preparation.

The Developer Fee referred to above is calculated at \$3.50 per lineal foot of gravity sanitary sewer constructed, \$2.00 per lineal foot of forcemain constructed, and \$50.00 per service connection as follows:

FROM MH 0+00 TO MH 4+28 (Example)

428	lineal feet @ \$3.50 per foot =	\$1,498.00	
5	service connection @ \$50.00 ea.=	\$ 250.00	
		\$1,748.00	\$1,748.00

FROM MH 0+00 TO MH 4+28 (Example)

428	lineal feet @ \$3.50 per foot =	\$1,498.00	
200	Lineal feet @ \$2.00 per foot =	\$ 400.00	
3	service connection @ \$50.00 ea.=	\$10,000.00	
	Total Developer Fee:	\$11,898.00	

In the event the expenses incurred by the Authority as a direct result of construction of the Sewer Extension exceed the fee above, the Developer agrees to pay the additional expenses to the Authority.

8.

Developer also agrees to pay any Tapping Fees that may be due on Developer 's property from previous sewer extensions. This Tapping Fee must be paid to the Authority as part of this Agreement.

9.

It is specifically understood and agreed between the parties hereto that Developer shall construct all of the proposed Sewer Extension in a continuous manner and shall minimize construction delay to the greatest extent possible.

MSA-MT 5183

10.

It is specifically understood and agreed between the parties hereto that Developer shall upon completion of the project, prepare an asbuilt drawing plan. The Authority's inspectors will indicate on the Developer's original sewer design plans and engineer's cut sheets the actual field measurements and will turn over copies of all asbuilt records and measurements to Developer. It will be the responsibility for the Developer to prepare an asbuilt design plan on reproducible drawing media. All inverts and manhole rim elevations shall be field verified by the Developer and indicated on the plans. If any sewer lines, laterals, or manhole locations deviate from the original plans, it will be the responsibility of the Developer to have the changes accurately shown on the asbuilt drawings. All drawings shall show sewer line stationing of all manhole and lateral connections. All drawings will be "D" size (36" x 24") and will be at 1" = 50' scale. The Sewer Authority will maintain all asbuilt records of all sewers and sewer connections installed at the time of initial sewer construction.

11.

Developer agrees to obtain all permits applicable to the construction of the Sewer Extension.

12.

It is understood and agreed between the parties hereto that Millcreek Township will operate the Sewer Extension under a separate agreement between Millcreek Township and the Authority.

13.

In the event that Developer undertakes to construct the sewer extension as contractor, or, if Developer contracts with a third party for construction of all or part of the herein-described sewer extension, Developer agrees to indemnify and hold harmless Authority and the Township of Millcreek from any and all claims for personal injury of any person whether or not an employee of Developer, Authority or the Township of Millcreek, arising out of or related to the construction of the sewer system which is the subject of this Agreement, whether or not the injured party alleges and proves that the loss is attributable in whole or part to any act of omission or commission, breach of duty or negligence on the part of Authority and/or the Township of Millcreek, said indemnity shall hold Authority and the Township of Millcreek harmless from any and all suits, costs, expenses of defense, including attorney fees, judgments and costs, even if it is alleged that said Authority and/or Township were active or passively negligent.

14.

Developer or Contractor agrees to take out, pay for and maintain until completion of the work required by this Agreement, comprehensive broad term public liability insurance and contractual liability insurance. The contractual liability insurance shall insure Developer against liability to Authority and the Township of Millcreek under the provisions of paragraph 13 of this Agreement. A standard certificate of insurance form must be provided to Authority prior to the start of construction. No exclusions shall be indicated on the certificate under public liability coverage. Additional insurance coverage's such as auto liability, excess liability and workers' compensation, including the amounts of coverage provided, shall also be indicated on Developer's certificate of insurance. The comprehensive broad form public liability insurance shall be at least in the amount of \$3,000,000 each occurrence for bodily injury, \$1,000,000 any one account of property damage, the aggregate limit of not less than \$3,000,000. Developer agrees that like insurance requirements, except the contractual liability insurance requirements apply to all contractors connected with the work described herein. Prior to commencement of the work which is the subject of this Agreement, Developer and all contractors shall provide Authority with proof of compliance with the insurance provisions of this Agreement, satisfactory to Authority.

15.

This Agreement is binding on all the heirs, successors and assigns of all parties to this Agreement.

16.

It is agreed by the parties hereto that with respect to any controversy arising in relation to or out of this Agreement, that the laws of Pennsylvania shall apply.

17.

The Developer hereto agrees to indemnify, protect and hold harmless the Authority, its members and employees from any and all claims, lawsuits and other liability including costs of defense arising from construction of the Sewer Extension. Developer shall require the same indemnification from any and all contractors employed by Developer in construction of the Sewer Extension.

18.

Developer is specifically aware of the provisions of Ordinance No. 2004-4 of the Township of Millcreek, enacted March 30, 2004, which inter-alia, prohibits the introduction of any storm water, surface drainage, ground drainage, roof runoff, or subsurface drainage into the public sanitary sewer system. Developer warrants to the Authority that any and all construction done under the within Developer Agreement, whether done by Developer or by Developer's subcontractors or assigns, shall be in compliance with said Ordinance No. 2004-4; Developer hereby agrees to indemnify Authority and the Township of Millcreek for the actual cost of correcting any construction done by Developer, its subcontractors and assigns, in violation of the aforesaid Ordinance No. 2004-4, the Millcreek Township Public and Private Improvements Code or the Rules and Regulations Governing the Millcreek Township Sanitary Sewer System.

MSA-MT 5185

19.

The Authority agrees to use its best efforts to charge and collect tapping fees from the owners of properties along the Sewer Extension who request a connection. The Developer agrees to indemnify and hold harmless the Authority from all costs and expense including costs of defense, by reason of any cause of action or claim brought against the Authority to prevent collection of tapping fees. The tapping fees will be collected by the Authority in accordance with the Authority's procedures and existing laws. The amount of the tapping fees to be collected will be determined by dividing the cost and fees of the Sewer Extension by the total property frontage benefited by the Sewer Extension. However, no tapping fee will be charged for any service to the property owned by the Developer as of the date of this Agreement. Any tapping fees collected by the Authority will be refunded to the Developer for a period of ten (10) years following completion of the Sewer Extension.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

DEVELOPER

SIGNATURE / TITLE

WITNESS:

MILLCREEK TOWNSHIP SEWER AUTHORITY

CHAIRMAN

ATTEST:

SECRETARY

DEVAGRT/MLK/SEWER

MSA-MT 5186

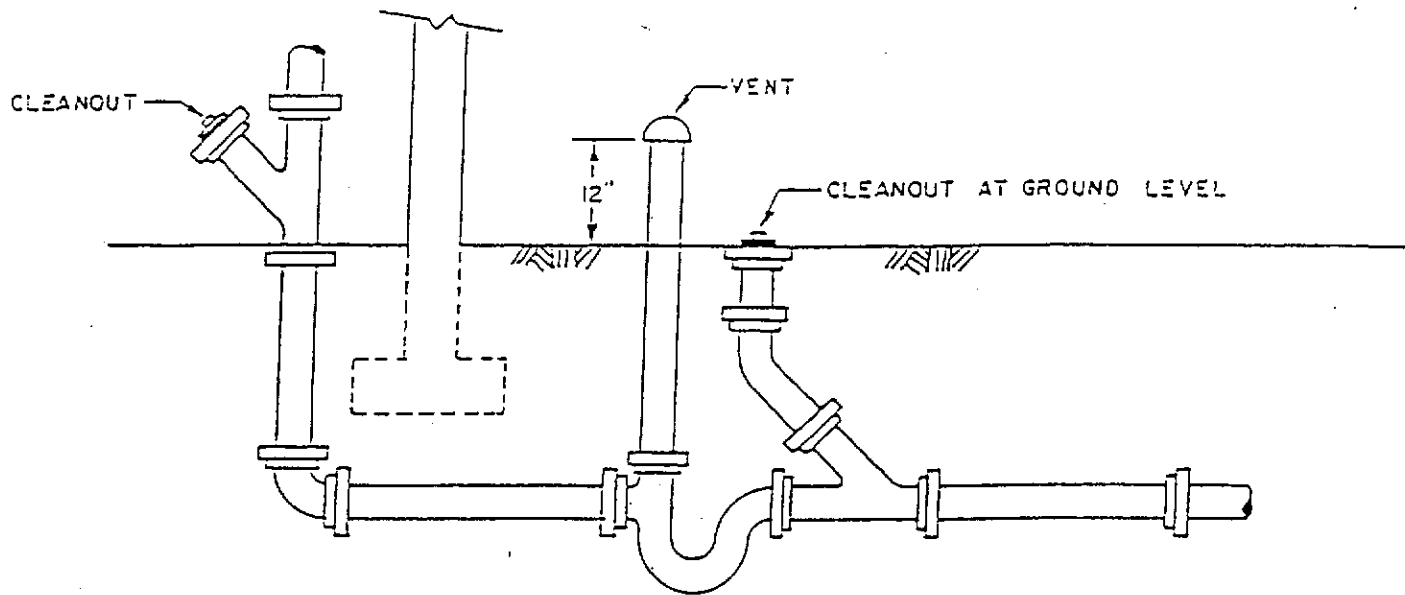
XII. CONSTRUCTION STANDARDS

Performance standards for building and branch sewers are as set forth in Part 3.

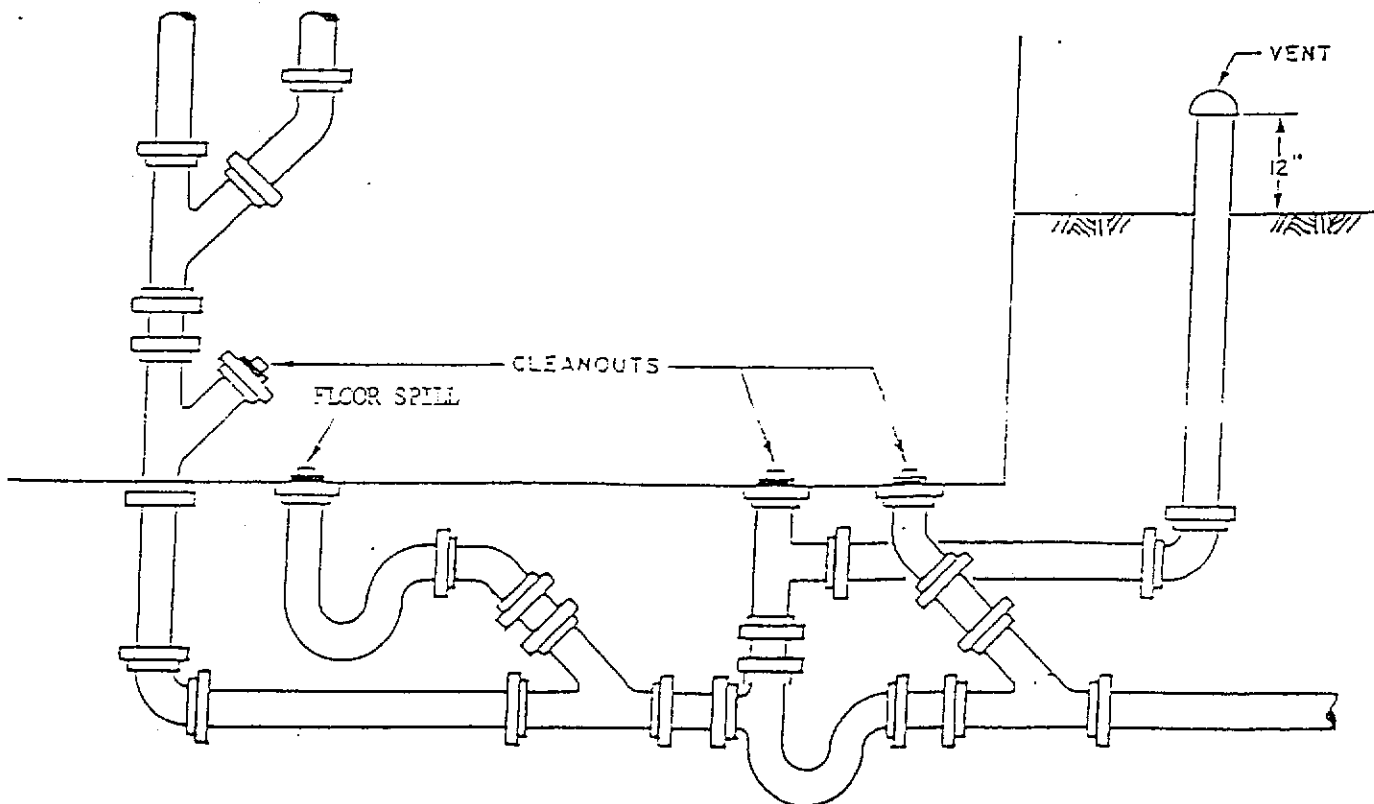
Standards for traps and clean-outs are as set forth on the attached drawing.

Additional and updated standards for materials and construction shall be established by amendment of these Rules and Regulations.

SANITARY SEWER BUILDING CONNECTIONS SEWER TRAP AND CLEANOUT ASSEMBLY



OUTSIDE BUILDING OR MOBILE HOME



INSIDE BUILDING

MSA-MT 5188

AUTHORITY INITIATED IN AREAS (3/29/2006)

Case 1:05-cv-00059-MBC Document 38-12 Filed 03/31/2006 Page 26 of 50

Enforcement Pending	Enforcement Repaired	Enforcement Suspended	No Problems Found	Inspections In Process	Township Repair				
ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMT	REPAIR	NO VIOLATION	NOTES	PLUMBER
5023	Amherst Road		1/27/2003			5/25/2004	Langdon/Wms	Sump pump connect to floor drain (Langdon/Wms)	
3005	Atlantic Avenue	Kukuda	11/11/2003		1/6/2005	4/11/2005		Outside drain/wait for nice weather-concrete	
1250	Beaver Drive	Johnson	5/27/2005	6/7/2005			no major at this time	heavy pipe corrosion & some sags in line	6/15/2005
1225	Beaver Drive		1/21/2003	illegal connection	- reinspect 5/2 - no problem ?			illegal connection - reinspect 5/2 - no problem ?	
4058	Brooks Street		9/8/2003			9/24/2003		Footers tied into sanitary	
4669	Budd Drive		4/22/2003			4/25/2003		Sump pump connect to sanitary	
3818	Canterbury Drive		5/21/2002			9/30/2002		Sump pump connect to sanitary	
1604	Charles Street	Gruver/Sharrow	3/4/2005					Reminder Letter 2/8/06 (Needs to find c/o)	3/16/2005
1623	Charles Street	Yamma	2/14/2005	2/23/2005					
1630	Charles Street	Przybyszewski	3/28/2005	4/6/2005	4/13/2005		6" VCP Repair	Township to make Repair	Jim Brozell
1636	Charles Street	Moon	5/23/2005	6/8/2005			no problem found	Sheriff's Sale - Bank - Hamme/Hagmann	
1651	Charles Street	Fanne Mae/Hamill	2/15/2005	4/7/2005	4/13/2005	5/10/2005	suspended action	plumber could not locate minor problem	
1659	Charles Street	Hess	3/4/2005	3/17/2005			no problem found		
1663	Charles Street	Krizanik	3/22/2005					Reminder Letter 2/8/06 (C/O Located or Installed)	3/23/2005
1664	Charles Street	Pellegrino	2/21/2005		2/25/2005	6/20/2005	no tv yet	sump pump connected to sanitary-Motsch	
1704	Charles Street	Stiller	3/3/2005	3/9/2005			no problem found		
1710	Charles Street	Dylewski	3/10/2005	5/19/2005			no problem found	except a lot of roots in clay portion of lateral	5/24/2005
1711	Charles Street	Stinson	3/18/2005	4/13/2005			no problem found	some sags in pipe	
1714	Charles Street	Montagna/Otton	4/19/2005	4/28/2005	4/22/2005		no problem found	newer construction - pvc pipe	
1718	Charles Street	Oblinski	3/4/2005	4/21/2005			no problem found	cleaned lines then retelevise	
1721	Charles Street	Perfetto	3/7/2005	4/13/2005			no problem found	sags in pipe - no enforcement	
1728	Charles Street	Danylko	3/10/2005	3/23/2005			inconclusive		
1729	Charles Street	Rutkowski	3/1/2005	3/17/2005			no problem found		
1738	Charles Street	Thompson	2/21/2005	2/23/2005			dirty lines/must clean	no problem found 6/16/05	
1741	Charles Street	Nichilo	2/28/2005	3/3/2005			no problem on old tape	c/o goes to trap - owner advised not correct	
2046	Charleston Avenue	Pizzat	10/27/2004	10/25/2004	10/28/2004				

AUTHORITY INITIATED I/ AREAS (3/29/2006)

Enforcement Pending		Enforcement Repaired		Enforcement Suspended		No Problems Found		Inspections In Process		Township Repair	
ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMENT	REPAIR	NO VIOLATION	NOTES		PLUMBER	
1523	Church Street	Kloecker	4/20/2005	6/23/2005			no problem found	sags in pipe - no enforcement		4/25/2005	
1609	Church Street	Feisler	4/5/2005	5/25/2005			no problem found				
1610	Church Street	Ricchliuti	4/15/2005	5/12/2005			no problem found				
1617	Church Street	DiCara	3/11/2005	4/13/2005			no problem found	some sags in pipe			
1618	Church Street	Yaple	6/9/2005	6/14/2005			no problem found				
1625	Church Street	Estock	4/19/2005	4/27/2005	5/5/2005			Ketsel Repaired & Needs Inspected?			
1636	Church Street	Cohick	5/26/2005					Reminder Letter 2/8/06 (TV Inspection)			
5420	Clinton Street	Diloreto	10/13/2004	10/21/2004	10/28/2004	12/20/2004				Omni Plumbing	
5526	Clinton Street	Mansfield	10/20/2004	11/3/2004	11/3/2004	8/11/2005		#NAME?		Grieshaber	
5541	Clinton Street	Hartwig	11/15/2004	11/24/2004	11/24/2004	Mar-05		getting estimates - J & S Plumbing did repair			
3204	Colonial Avenue		3/21/2001			3/27/2001		Footers tied into sanitary			
3028	Court Avenue	Blackman	10/13/2005	11/3/2005			no problems found				
3104	Court Avenue	Costlow	10/3/2005	10/20/2005			No Problems Found				
5602	Crowell Street	Huston	3/31/2005	6/15/2005			no problem found	needs to find cleanout - 4/11 sent letter			
5603	Crowell Street	Dinges/Fox	3/22/2005	4/6/2005	4/13/2005	6/28/2005		Pilewski Plumbing		Pilewski	
4902	Dixon Drive	Gannoe	12/6/2004	12/21/2004	12/22/2004	4/12/2005					
4903	Dixon Drive	Gomez	1/7/2005	1/26/2005	2/7/2005		Suspended Action	Langer - not conclusive			
4910	Dixon Drive	Pundt	12/21/2004	12/21/2004	12/22/2004		Suspended Action	Township Retelevised - 12/15/05			
4918	Dixon Drive	Bizzaro-daughter	2/9/2005	2/17/2005	2/25/2005			No Response Lately (RAR 2/10/06)			
5002	Dixon Drive	Bender	11/29/2004	11/30/2004	12/3/2004		Suspended Action				
5010	Dixon Drive	Fischer	12/6/2004	4/27/2005	5/5/2005		Suspended Action	Goes Out High			
5011	Dixon Drive	Swanson	11/30/2004	5/12/2005			no problem found	Goes out high			
5102	Dixon Drive	Martin	12/7/2004	3/3/2005			no problem found	some sags in pipe - no enforcement			
5103	Dixon Drive	Chludzinski	12/6/2004	12/15/2004			Suspended Action				
5110	Dixon Drive	Bizjak	12/3/2004	5/5/2005	6/24/2005		cannot find cleanout	Working on Problem (12/15/05)		Don Murray	
5111	Dixon Drive	Roesch	11/29/2004	12/14/2004	12/16/2004	2/9/2005		Completed			
5120	Dixon Drive	Brown	12/3/2004	5/5/2005			no problem found	Goes out high			
5121	Dixon Drive	Meyer	12/16/2004	5/5/2005			no problem found				
5130	Dixon Drive	Morschauer	12/10/2004	4/21/2005		4/21/2005	has check valve	trying to find outside cleanout/goes out high		4/11/2005	
5131	Dixon Drive	Rapp	12/20/2004	3/23/2005			Suspended Action	needs to repair sump-done-now clean mh			
5140	Dixon Drive	Smith	12/8/2004	1/5-2/7/05	2/10/2005	4/15/2005		some sags in pipe - no enforcement			
								lateral to dirty to see clearly			

AUTHORITY INITIATED I/I AREAS (3/29/2006)

Enforcement Pending		Enforcement Repaired		Enforcement Suspended		No Problems Found		Inspections In Process		Township Repair	
ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMENT	REPAIR	NO VIOLATION	NOTES	PLUMBER		
5141	Dixon Drive	Langer	11/29/2004	12/8/2004			no problem found	need to repair c/o - done & retelevised 2/11/05			
2003	Enfield Lane	Trudnowski	12/1/2004	5/19/2005		6/27/2005		Goes Out High- sump pump goes to sanitary	Self (Trudnowski)		
2004	Enfield Lane	Culbertson	12/13/2004	5/4/2005	5/12/2005	7/7/2005		Goes Out High	Chris Carlin		
2008	Enfield Lane	Crankshaw	1/24/2005	4/27/2005			6" VCP Repair	Goes Out High - Township to make Repair	Jim Brozell		
2011	Enfield Lane	Brabender	12/2/2004	6/1/2005			no problem found	Goes Out High			
2012	Enfield Lane	Weigold	2/4/2005	5/18/2005			no problem found	Goes Out High			
2021	Enfield Lane	Conley	1/12/2005	3/31/2005			goes out high	some sags in pipe - no enforcement	Al Kurtz		
2022	Enfield Lane	Briggs	12/2/2004	5/4/2005	5/5/2005	6/20/2005	repair complete	Goes out high	Jack Langer		
2029	Enfield Lane	Kaye	12/6/2004	12/15/2004	12/16/2004	6/29/2005		Langer Plumbing	Self (Wiler)		
2030	Enfield Lane	Wiler	1/1/2005	2/16/2005	2/17/2005	4/12/2005					
2033	Enfield Lane	Munn	12/1/2004	5/18/2005			no problem found	Goes out high			
2034	Enfield Lane	Bricker	12/13/2004	1/20/2005			No Problem Found				
2037	Enfield Lane	Duska	12/13/2005	1/27/2005	2/2/2005	2/8/2005	suspended action	Carlin did repair			
2038	Enfield Lane	Marchini	11/29/2004	12/7/2004	12/13/2004			Carlin performed repair and replaced BWV	Chris Carlin		
2047	Enfield Lane	Noble	12/3/2004					needs to find c/o	Bill Morewood		
2048	Enfield Lane	Saylor	12/17/2004	2/16/2005	2/17/2005	8/9/2005	Bill Morewood Repaired				
5306	Exeter Road	Jobes	5/9/2005	6/15/2005	6/24/2005		suspended action	Reminder Letter 2/8/06 (TV Inspection)	5/19/2005		
5419	Exeter Road	Prylinski	5/17/2005				can't find cleantout				
3823	Falmouth Road		11/6/2000			12/4/2000		Sump pump connect to sanitary			
307	Glennuadh Avenue		3/27/2000			1/21/2001		Sump pump connect to sanitary			
1701	Gore Road, West		1/31/2002			4/1/2002		Footers tied into sanitary			
1825	Garloch Drive		4/14/2004			11/4/2004		Sump pump & footer drains to sanitary			
4824	Hartley Lane		4/7/2000			4/13/2000		Downspouts to sanitary			
1204	Hilltop Road		2/11/2001			5/8/2001		Sump pump to sanitary			
4413	Holiday Drive		8/7/2000			9/15/2000		Sump pump to sanitary			
2703	Homestead Drive		1/30/2001			2/16/2001		Sump pump to sanitary			
412	Indiana Drive	Wilkinson	1/24/2005	1/26/2005	2/7/2005			serious back up problem			
420	Indiana Drive	Pett	3/7/2005	3/9/2005			no problem found	Ketsel Fixed Second Repair? Needs Inspected?	Ed Ketsel		
612	Indiana Drive	Magorien	3/29/2005	5/17/2005	5/24/2005		sump pump-fixed	Sump and down spouts to sanitary			
2927	Loveland Avenue		4/27/2001			6/1/2001		Footers tied into sanitary			
3109	Loveland Avenue		8/9/2001			9/21/2001					
5409	Lucky Lane	Bujalski	12/16/2005								

AUTHORITY INITIATED I/ AREAS (3/29/2006)

Enforcement Pending		Enforcement Repaired		Enforcement Suspended		No Problems Found		Inspections In Process		Township Repair	
ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMENT	REPAIR	NO VIOLATION	NOTES		PLUMBER	
430	Marshall Drive		3/3/2002			4/26/2002		Sump pump to sanitary			
3104	McKee Road		7/31/2002			7/31/2002		Illegal connection			
5121	Mill Street	Grannis/Realtor	1/8/2005	1/26/2005				dirty line+			
633	Mineo Drive		12/15/2000			5/7/2001		Sump pump to sanitary			
5414	Patton Street	Rimdzius	10/17/2005					will call when caps are open			
5430	Patton Street	Timon	4/15/2005	6/8/2005			no problem found	Working on Problem 1/24/06			
5437	Patton Street	Koch	3/10/2005	3/30/2005	4/13/2005		no problem found	everything repaired 2004 - all okay			
5438	Patton Street	DiTomo	4/19/2005				no problem after repair	repaired floor drain			
5448	Patton Street	Burkhardt	3/8/2005	4/20/2005		4/21/2005	no problem after repair	Ed Kestel plumbing		Ed Kestel	
5456	Patton Street	Laskowski	3/21/2005	4/7/2005	4/13/2005	7/26/2005		Working on Problem 1/11/06			
5464	Patton Street	Mahoney	3/11/2005	3/18/2005	3/29/2005						
5465	Patton Street	Sallach	3/15/2005	3/30/2005	4/13/2005	6/15/2005					
5472	Patton Street	Spronatti	5/3/2005	5/26/2005			no problem found				
5475	Patton Street	Blackburn	4/15/2005	4/28/2005	5/5/2005		6/2-re tv repair	suspended enforcement action 6/8/2005			
4724	Perkins Street	Shaw	1/25/2005	2/4/2005		2/4/2005		repaired sump pump & replaced clean out		Herman	
5104	Perkins Street	Lepper	11/16/2004	11/18/2004	12/8/2004		Plumber revideo	Enforcement suspended			
1505	Pershing Avenue	Sickler	3/8/2005	3/17/2005			no problem found				
1506	Pershing Avenue	Veraldi	3/10/2005	3/31/2005			inconclusive	sags in pipe - no enforcement			
1516	Pershing Avenue	Jasinski	4/11/2005	4/21/2005	4/21/2005	12/20/2005	12/20 tv repair				
1521	Pershing Avenue	Jacquel	4/28/2005		4/28/2005	11/1/05	water in trap	can't find cleanout			
1524	Pershing Avenue	Duncan	5/3/2005	6/1/2005	6/3/2005			Working on Problem 1/3/06			
1602	Pershing Avenue	Solys	5/3/2005	5/19/2005			no problem found	some sags in pipe			
1603	Pershing Avenue	Zimmerman	4/19/2005	5/4/2005	5/12/2005	11/22/2005					
1610	Pershing Avenue	Montagna	5/6/2005	5/12/2005			no problem found				
1613	Pershing Avenue	Fuller	9/28/2005	10/14/2005	11/30/2005	2/14/2006		Chris Carlin plumbing			
1618	Pershing Avenue	Hartline	4/20/2005	4/28/2005	5/5/2005	7/26/2005		Chris Carlin plumbing			
1619	Pershing Avenue	Zaunegger	4/15/2005	4/27/2005	4/20/2005	5/4/2005	Chris Carlin repaired	sump pump to sanitary			
1625	Pershing Avenue	Green	4/15/2005	4/27/2005	5/17/2005	11/1/2005					
1626	Pershing Avenue	Richter	3/15/2005	4/21/2005	5/12/2005	1/13/2006		Chris Carlin plumbing			
1631	Pershing Avenue	Rogers			3/16/2005		12/19 - tv repair	2nd Repair fixed outside		Mike Dwyer	
1645	Pershing Avenue	Wfnschel	5/6/2005	5/26/2005	6/3/2005			Bankruptcy - Home Vacant			
1650	Pershing Avenue	VanDyke	4/28/2005	5/18/2005			no problem found				
1661	Pershing Avenue	Reynolds	9/13/2005	11/2/2005	2/3/2006						
4919	Roslindale Avenue		4/8/2002			5/1/02		Footers tied into sanitary			

AUTHORITY INITIATED I/ AREAS (3/29/2006)

Page 30 of 50

Enforcement Pending	Enforcement Repaired	Enforcement Suspended	No Problems Found	Inspections In Process	Township Repair				
ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMENT	REPAIR	NO VIOLATION	NOTES	PLUMBER
940	Ruth Avenue	Shouse	5/9/2005	6/21/2005			no problem found		5/19/2005
1010	Ruth Avenue	Maguire	5/20/2005	6/15/2005			no problem found		
1018	Ruth Avenue	Fiorelli	6/1/2005	6/16/2005	6/24/2005			Working on Problem 12/22/05	
1023	Ruth Avenue		6/4/2004					Sump pump overflow to sanitary	
5240	Schwartz Drive		4/13/2004			7/12/2004		Footers tied into sanitary	
1106	Southview Drive	Kneidinger	10/28/2004	11/4/2004	11/11/2004			Inspect remaining street Spring 2006	
1207	Southview Drive	Cogley	1/31/2005	2/7/2005	2/8/2005		no problems	Miller Drain cleaned lines-revideod	
1208	Southview Drive	Lupichuk	1/19/2005	3/30/2005	4/13/2005	5/25/2005		sump pump goes into sanitary- re-tv - 5/25 repaired	Chris Carlin
1217	Southview Drive	Globa	1/11/2005	1/12/2005			none at this time		
1218	Southview Drive	Cavanagh	1/27/2005	3/23/2005			no problems	difficult to deal with	
1227	Southview Drive	Kerness	12/1/2004	12/8/2004	2/8/2005	11/22/2005			
1228	Southview Drive	Weber	1/18/2005	2/2/2005	2/7/2005	3/1/2005	Longo Plumbing	completed repair of broken line/infiltration	Longo
1237	Southview Drive	Osearo	5/20/2004	6/7/2004	6/8/2004	10/20/2005	Dwyer Plumbing	Reminder letter 8/1/05	Reminder
1240	Southview Drive	Hermann	1/14/2004	11/18/2004	2/8/2005	10/5/2005		Reminder letter 8/1/05	Bill Morewood
1252	Southview Drive	Pratt	11/10/2004	12/14/2004	2/8/2005			Televising Again	
1304	Southview Drive	Miller	11/10/2004	11/18/2004	2/8/2005	10/20/2005			Mike Dwyer
1305	Southview Drive	Danowski	12/10/2004	2/7/2005	2/10/2005		suspend enforcmt	going to clean and retelevise	
1314	Southview Drive	Alimahmoodi	12/15/2005	1/21/2005	2/8/2005	9/26/2005	re-tv 3/18/05	Reminder letter 8/1/05	Dwyer
1315	Southview Drive	Bove	11/2/2004	3/15/2005			no problems	difficult to deal with	
1325	Southview Drive	Laughlin	10/27/2004	11/3/2004	2/8/2005	2/14/2006			Jackson
1105	Spring Valley Drive	Sorenson	2/7/2003			4/8/2003		Sump pump to sanitary	
1119	Spring Valley Drive		2/21/2003			?		Footers tied into sanitary	
1139	Spring Valley Drive	Roll	5/16/2005	6/1/2005			no problem found	plumber opened c/o	5/25/2005
1154	Spring Valley Drive	Onuschak	5/24/2005	1/16/2006	2/3/2006		can't find cleanout		
1166	Spring Valley Drive	Leemhuis	5/20/2005	6/2/2005			no problem found		
1169	Spring Valley Drive	Kraus	5/6/2005	5/25/2005	6/3/2005			Working on Problem 12/22/05	
1178	Spring Valley Drive	Colussi	5/11/2005	6/1/2005	6/24/2005			Working on Problem 1/16/06	
1179	Spring Valley Drive	Daley	5/23/2005	6/2/2005	5/26/2005			sump connected to floor drain	
1189	Spring Valley Drive	Dzuricky	6/2/2005	6/29/2005	7/8/2005			Working on 2nd Problem	
1190	Spring Valley Drive	DeMarco	1/21/2003			3/25/2003		Footers tied into sanitary	Motsch
1199	Spring Valley Drive	Blatt	5/23/2005	6/8/2005	6/15/2005			Motsch Working on Problem?	
1205	Spring Valley Drive	Mingarell	1/24/2003			3/25/2003		Footers tied into sanitary	Motsch

Case 1:05-cv-00059-MBC

Document 38-12

Filed 03/31/2006

AUTHORITY INITIATED I/ AREAS (3/29/2006)

Case 1:05-cv-00059-MBC Document 38-12 Filed 03/31/2006 Page 31 of 50

Enforcement Pending	Enforcement Repaired	Enforcement Suspended	No Problems Found	Inspections In Process	Township Repair				
ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMENT	REPAIR	NO VIOLATION	NOTES	PLUMBER
1206	Spring Valley Drive	Wynne	2/24/2003			3/1/03		Footers tied into sanitary	
1222	Spring Valley Drive	Campbell						Chris Carlin repaired? - Needs Inspected?	
1225	Spring Valley Drive	Graham	5/23/2005	6/21/2005			no problem found		
1234	Spring Valley Drive	Fries	5/9/2005	5/25/2005			no problem found		
1235	Spring Valley Drive	Pelkowski	5/3/2005	5/19/2005		5/24/2005		NonResponsive	
1245	Spring Valley Drive	Easy	11/12/2004	11/22/2004	11/24/2004			Working of Problem 12/15/05	Chris Carlin
1105	St. Ann Drive		2/10/2003			2/14/2003		Footers tied into sanitary	
1154	St. Ann Drive	Wakulin	4/27/2005	5/18/2005	5/26/2005	12/15/2005			
1166	St. Ann Drive	Pakela	5/3/2005	5/26/2005			no problem found		
1178	St. Ann Drive	Grady	5/6/2005	6/2/2005			no problem found		
1201	St. Ann Drive	Maier	5/10/2005	6/16/2005			no problem found		
1234	St. Ann Drive	Rahner	6/3/2005	6/14/2005	6/24/2005			Working on Problem 1/3/06	
1240	St. Ann Drive	Zalas	5/10/2005	5/26/2005	6/3/2005	9/12/2005	4 to 6 Connection	Bill Morewood Plumbing	
1243	St. Ann Drive	DiStefano	5/20/2005	6/16/2005	6/24/2005	7/29/2005			Ed Ketzel
1248	St. Ann Drive	Kostef	5/20/2005	6/8/2005	6/15/2005	8/11/2005		Goellner	
1237	St. Mary Drive	Ferretti	5/24/2005	1/25/2006	2/3/2006		c/o found & repaired	reinspect in fall	
316	Stuart Way		1/27/2003			3/12/2003		Sump pump to sanitary	
4914	Tramariac Lane		4/7/2000			11/20/2000		Downspouts to sanitary	
5202	Washington Avenue		3/29/2001			6/11/2001		Footers tied into sanitary	
5440	Washington Avenue	Perkins Church	5/3/2005	5/5/2005			no problem found		
3511	West 11th Street		6/18/2002			11/1/02		Outside drains to sanitary	
3423	West 12th Street	Powell	8/10/2004				Can't get into cleanout		
3425	West 12th Street	Phillips	7/27/2005				?		
3501	West 12th Street	McMaster	7/24/2004				can't find cleanout		
3529	West 12th Street	Horvath	7/28/2004	5/5/2005			No problem found	Chris Carlin televised w Phil	
4040	West 12th Street		9/27/2002			10/30/2002		Parking lot drain to sanitary - Rocco's Tavern	
3233	West 22nd Street		10/10/2000			11/17/2000		Faulty sanitary piping	
2706	West 24th Street		3/14/2000			4/13/2000		Downspouts to sanitary (outside)	
3045	West 25th Street		3/21/2003			?		Footers tied into sanitary	
2802	West 35th Street		7/13/2004			8/3/2004		Sump pump to sanitary	Spaeder
2030	West 51st Street	Borowicz	1/3/2005	2/9/2005	2/25/2005	4/16/2005	tv'd 6/22/05 to verify	lines to dirty to tv - portion of line sunk/broken	

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KEARSARGE I/I INVESTIGATION (Late 2005 / Early 2006)

Enforcement Pending		Enforcement Repaired		Enforcement Suspended		No Problems Found		Inspections In Process		Township Repair	
ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMENT	REPAIR	NO VIOLATION	NOTES	PLUMBER		
5905	Bryant Street	Robertson	12/2/2005					needs to move bush			
5811	Crowell Street	Guelcher									
5814	Crowell Street	Watson	10/13/2005	11/9/2005		1/10/2006					
5822	Crowell Street	Decker									
5915	Glade Drive	Domodossola	10/18/2005	12/14/2005		2/16/2006		No Problem Found			
5916	Glade Dr	Giles	9/29/2005	11/8/2005				No Problem Found			
5921	Glade Dr	Dascanio	9/30/2005	11/8/2005				No Problem Found			
5922	Glade Dr	Caputo	10/14/2005	11/1/2005		11/29/2005		No Problem Found			
5922	Glade Drive	Caputo									
5930	Glade Drive	Potter	10/31/2005								
5933	Glade Drive	Stubenhofer	10/18/2005	12/20/2005		1/10/2006		can't find cleanup			
5936	Glade Drive	Tishchenko	10/17/2005					Township to Repair 6" VCP Lateral			
5943	Glade Drive	Stubenhofer	10/18/2005	12/20/2005		1/10/2006		no lights in basement/spring			
5946	Glade Drive	Coleman	12/2/2005								
5947	Glade Dr	Nielsen	10/18/2005	11/17/2005				No Problem Found			
5950	Glade Drive	Helsley									
5953	Glade Drive	Lakeshore Comm.	12/16/2005	1/31/2006				No Problem Found			
5955	Glade Drive	Guthrie						No Problem Found			
5957	Glade Drive	Penberthy	10/18/2005	11/10/2005				No Problem Found			
5958	Glade Drive	Schall	10/24/2005	12/7/2005				No Problem Found			
5959	Glade Drive	Covatto	10/24/2005	11/8/2005				No Problem Found			
5967	Glade Drive	Lancaster									
5968	Glade Drive	Garn	10/27/2005					can't find cleanup			
5976	Glade Drive	Sokol	11/21/2005					no access/old house			
5977	Glade Drive	Ruscitto	11/21/2005	2/16/2006				can't find cleanup-found - no problem found			
5980	Glade Drive	Dixon	10/20/2005	12/15/2005							
6002	Glade Drive	Moyak	11/7/2005	2/1/2006				No Problem Found			
6003	Glade Drive	Gunther	11/7/2005	12/1/2005				No Problem Found			
6010	Glade Drive	Vickey	10/19/2005	11/1/2005		1/10/2006					
6013	Glade Drive	May	11/18/2005	1/5/2006		2/3/2006					

KEARSARGE I/I INVESTIGATION (Late 2005 / Early 2006)

Enforcement Pending		Enforcement Repaired		Enforcement Suspended		No Problems Found		Inspections In Process		Township Repair	
ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMENT	REPAIR	NO VIOLATION	NOTES	PLUMBER		
6016	Glade Drive	Nelson	10/20/2005					can't find cleanout			
6023	Glade Drive	Wheeler	12/16/2005				TENANT				
6026	Glade Drive	Clark	11/14/2006	1/1/2006		2/3/2006					
6031	Glade Drive	Dolak	11/7/2005	1/24/2006				Township to Repair 6" VCP Lateral			
6034	Glade Drive	Haight	11/4/2005					can't find c/o - or will install			
6043	Glade Dr	Etter	10/20/2005	11/3/2005				No Problem Found			
6044	Glade Drive	Naculich	11/4/2005	1/11/2006		2/3/2006					
6055	Glade Drive	Samler	10/21/2005	3/14/2006							
6056	Glade Drive	Bucheral	10/11/2005					needs to move a tree			
6065	Glade Dr	Long	11/4/2005	11/15/2005				No Problem Found			
6073	Glade Drive	Kiehlmeier	10/11/2005	12/15/2005							
6074	Glade Drive	Aulenbacher	11/18/2005				Tenant	under trailer			
6104	Glade Drive	Hamilton	11/29/2005								
6107	Glade Drive	Weschler	10/28/2005					Township to Repair 6" VCP Lateral			
6119	Glade Drive	O'Connell	11/30/2005	1/4/2006		2/3/2006					
6120	Glade Drive	Corman									
6123	Glade Drive	Cirillo	11/29/2005	1/10/2006				No Problem Found			
1403	Kuntz Road	Sanford	10/28/2005					new const - hold spring			
1411	Kuntz Road	Buckeye	10/28/2005					new const - hold spring			
1421	Kuntz Road	Buckeye	10/28/2005					new const - hold spring			
1503	Kuntz Road	Johnson	12/9/2005	1/24/2006				No Problem Found			
1509	Kuntz Road	Sayre	11/30/2005	1/5/2006				No Problem Found			
1515	Kuntz Road	James	12/16/2005	2.7.2006				No Problem Found			
1519	Kuntz Road	Vavala	11/30/2005	1/4/2006				dirty lines-cleaned - no problem found			
1525	Kuntz Road	Howard									
1528	Kuntz Road	Plizga									
1534	Kuntz Road	Robson	10/18/2005	12/7/2005		1/10/2006					
1537	Kuntz Road	Sanford	10/28/2005					new const. - hold 4 spring			
1542	Kuntz Road	Jenkins	11/7/2005	11/23/2005				No Problem Found			
1543	Kuntz Road	Amoroso									
1552	Kuntz Road	Solop	1/6/2006	2/7/2006				No Problem Found			

KEARSARGE I/I INVESTIGATION (Late 2005 / Early 2006)

Case 1:05-cv-00059-MBC Document 38-12 Filed 03/31/2006 Page 38 of 50

ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMENT	REPAIR	NO VIOLATION	NOTES	PLUMBER
1561	Kuntz Road	George	10/25/2005	12/1/2005				No Problem Found	
1562	Kuntz Road	Chatt	10/25/2005	11/3/2005				out of town 12-1/install c/o	
1571	Kuntz Road	Wolchik	10/26/2005	11/9/2005				No Problem Found	
1572	Kuntz Road	Morgan							
1580	Kuntz Road	Horn	11/29/2005	1/10/2006	2/3/2006				
1601	Kuntz Road	Romesburg	12/5/2005	1/19/2006	2/3/2006				
1602	Kuntz Road	Anthony							
1610	Kuntz Road	Carmichael						No Problem Found	
1613	Kuntz Road	Romesburg	12/5/2005	1/16/2006				No Problem Found	
1614	Kuntz Road	Harris							
1616	Kuntz Road	Sherred	11/7/2005	1/4/2006				dirty lines - re done 3/1/06 - no problem found	
1625	Kuntz Road	Barricks	1/6/2006	3/3/2006				No Problem Found	
1628	Kuntz Road	Martin	2/10/2006	2/20/2006				No Problem Found	
1636	Kuntz Road	Glaspell							
1642	Kuntz Road	Utt	1/6/2006	1/18/2006				dirty lines	
1650	Kuntz Road	Chapman	11/18/2005	1/5/2006				dirty lines	
1655	Kuntz Road	Detachi							
1671	Kuntz Road	Sisco	1/9/2006	1/26/2006				No Problem Found	
1677	Kuntz Road	Piszker	1/9/2006	2/20/2006				No Problem Found	
1683	Kuntz Road	Tipton	10/19/2005					reschedule/camera broke	
1691	Kuntz Road	Albert	10/20/2005	2/6/2006				No Problem Found	
1697	Kuntz Road	Marx	10/18/2005	11/17/2005				No Problem Found	
1701	Kuntz Road	Clabbatz	10/3/2005	11/10/2005				No Problem Found	
1707	Kuntz Road	Parker	10/4/2005	11/8/2005				No Problem Found	
1722	Kuntz Road	Gibbs	11/14/2005	1/16/2006				No Problem Found	
1724	Kuntz Road	Nieratko	11/14/05	1/10/2006				No Problem Found	
1725	Kuntz Road	Corritore	10/17/2005	11/9/2005	11/29/2005				
1726	Kuntz Road	Spracklen	11/18/2005					under porch/or crawl space	
1728	Kuntz Road	Pitto	10/31/2005	11/22/2005				pipe dirty-clean-reschedule	
1741	Kuntz Road	Kuhn							
1746	Kuntz Road	Menuto							
1801	Kuntz Road	Bish	10/27/2005	12/13/2005					

KEARSARGE I/I INVESTIGATION (Late 2005 / Early 2006)

Enforcement Pending	Enforcement Repaired	Enforcement Suspended	No Problems Found	Inspections In Process	Township Repair					
ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMENT	REPAIR	NO VIOLATION	NOTES	PLUMBER	
1802	Kuntz Road	Orbanek	10/18/2005	11/23/2005				No Problem Found		
1805	Kuntz Road	Thomas	9/29/2005	11/2/2005				some sags in line		
1807	Kuntz Road	Fairchild	11/21/2005	1/6/2006					No Problem Found	
1809	Kuntz Road	Miller	10/24/2005	12/1/2005					No Problem Found	
1811	Kuntz Road	Miller	10/19/2005	11/15/2005					No Problem Found	
1812	Kuntz Road	Spitman	11/8/2005	2/28/2006				No Problem Found		
1822	Kuntz Road	Pithers	11/18/2005	12/13/2005				No Problem Found		
5414	Patton Street	Rimdzius	10/17/2005	2/8/2006	3/1/2006			No Problem Found		
5415	Patton Street	Scarpelli	10/19/2005	11/3/2005				No Problem Found		
5422	Patton Street	Hampy	10/17/2005	11/2/2005				No Problem Found		
5423	Patton Street	Sambuchino	10/17/2005	11/2/2005				No Problem Found		
5431	Patton Street	Overberg	10/5/2005	11/2/2005	1/10/2006			No Problem Found		
5904	Pinecrest Drive	Morrissey	11/3/2006	1/26/2006	2/7/2006			No Problem Found		
5905	Pinecrest Drive	Pasko	11/3/2006	2/23/2006				No Problem Found		
5930	Pinecrest Drive	Dipko	2/24/2006	3/1/2006				No Problem Found		
5931	Pinecrest Drive	Shreve	10/17/2005					c/o near tree-in Florida until April		
5936	Pinecrest Drive	Lombardo	11/28/2005	2/22/2006					No Problem Found	
5937	Pinecrest Drive	Nicotra	10/31/2005	11/22/2005					No Problem Found	
5942	Pinecrest Drive	Frantz	10/21/2005	2/22/2006					No Problem Found	
5948	Pinecrest Drive	Sanford						No Problem Found		
5951	Pinecrest Drive	Junker	1/9/2006	2/1/2006				No Problem Found		
5954	Pinecrest Drive	Laniewicz	1/9/2006					can't find cleanout		
5960	Pinecrest Drive	Fiorelli						No Problem Found		
5965	Pinecrest Drive	Loring	10/25/2005	12/15/2005				Enforcement Disregarded - Problem in Main		
5966	Pinecrest Drive	Cree	11/7/2005	11/22/2005	1/10/2006				No Problem found	
5970	Pinecrest Drive	Kensinger	1/13/2006	2/20/2006					No Problem Found	
5971	Pinecrest Drive	Sauers	1/23/2006	1/31/2006					No Problem Found	
5973	Pinecrest Drive	Oborski						No Problem Found		
5974	Pinecrest Drive	DeAngelo						No Problem Found		
5978	Pinecrest Drive	Van Maele	1/13/2006	1/26/2006				No Problem Found		

KEARSARGE I/I INVESTIGATION (Late 2005 / Early 2006)

Enforcement Pending	Enforcement Repaired	Enforcement Suspended	No Problems Found	Inspections In Process	Township Repair				
ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMENT	REPAIR	NO VIOLATION	NOTES	PLUMBER
5979	Pinecrest Drive	Stickell	1/27/2006	2/2/2006				No Problem Found	
5982	Pinecrest Drive	Zack	2/15/2006	2/21/2006				No Problem Found	
5983	Pinecrest Drive	Spiegel	1/6/2006					No Problem Found	
5985	Pinecrest Drive	Polanski	1/6/2006	2/21/2006		3/6/2006			
5910	Washington Avenue	Plizga	1/128/2005	1/12/2006				No Problem Found	
6005	Washington Avenue	Kendrath	12/9/2005	1/24/2006		2/3/2006			
6015	Washington Avenue	Eckman	10/27/2005	11/11/2005				No Problem Found	
6023	Washington Avenue	Matthew							
6103	Washington Avenue	Storm							
6111	Washington Avenue	McAlpine							
1502	Wmslow Drive	Ellis	11/14/2005	12/1/2005				No Problem Found	
1513	Wmslow Drive	Feldman	12/9/2005	1/11/2006		2/3/2006			
1522	Wmslow Drive	Welther	12/9/2005					no admittance/required boots	
1523	Wmslow Drive	Phillips	11/28/2005	12/13/2005				No Problem Found	
1532	Wmslow Drive	Desanti	10/21/2005	12/7/2005					
1533	Wmslow Drive	Diloreto	1/23/2006	1/31/2006				No Problem Found	
1542-1544	Wmslow Drive	Lombardozzi	11/4/2005	11/15/2005		1/10/2006			
1545	Wmslow Drive	Delio	10/26/2005	12/6/2005		1/10/2006			
1552	Wmslow Drive	Kiser	11/21/2005	1/17/2006				No Problem Found	
1553	Wmslow Drive	Carrol	11/30/2005	2/9/2006		3/1/2006			
1604	Wmslow Drive	Bocianowski	10/12/2005	11/9/2005		1/10/2006	3/8/2006	Floor spill repaired and sump pump installed	Chris Carlin
1611	Wmslow Drive	Barron							
1616	Wmslow Drive	Post	11/3/2005	1/5/2006				No Problem Found	
1619	Wmslow Drive	Wagner							
1622	Wmslow Drive	Davis							
1625	Wmslow Drive	Swain	11/28/2005	2/1/2006				No Problem Found	
1628	Wmslow Drive	Sisti	11/18/2005	11/23/2005				No Problem Found	
1634	Wmslow Drive	Dimatto							
1641	Wmslow Drive	Wodell	10/19/2005	12/14/2005				No Problem Found	
1644	Wmslow Drive	Redfoot	10/25/2005	12/6/2005				Township to Repair 6" VCP Lateral	

App. 539

App. 540

KEARSARGE II/ INVESTIGATION (Late 2005 / Early 2006)

Enforcement Pending		Enforcement Repaired		Enforcement Suspended		No Problems Found		Inspections In Process		Township Repair	
ADDRESS	STREET	NAME	1ST INSPECT	TV INSPECT	ENFORCEMENT	REPAIR	NO VIOLATION	NOTES	PLUMBER		
5633	Larchmont Drive	Bartlett									
5640	Larchmont Drive	DeSante	6/3/05	6/7/2005			no problem found				
5702	Larchmont Drive	Nicoson									
5712	Larchmont Drive	Deiner	5/23/2005	6/2/2005	6/24/2005	9/1/2005					
5713	Larchmont Drive	Skogsholm									
5722	Larchmont Drive	Tullio									
5729	Larchmont Drive	Vilushis									
5730	Larchmont Drive	Brugger									
5738	Larchmont Drive	Kubinski									
5741	Larchmont Drive	Ferretti									
5742	Larchmont Drive	Sedwick									
5750	Larchmont Drive	Drop									

MSA MT 2843

**KEARSARGE PUMP STATION
STORAGE & PUMPING STATION UPGRADE
ACT 537 SPECIAL STUDY ADDENDUM**

TABLE OF CONTENTS

	<u>Page</u>
Update Summary	i
Introduction	1
General	1
Discussion	1
Overflow Events	1
July 31	1
Sept 9	2
Sept 17	3
Dec 23 & 31	3
Other Observations	4
K-3 or Summit Meter	4
Discharge Meter Reading	4
Pump Capacity	4
Erie City Connection	5
Bypass Plug Dislodgement	5
Results	6
Overflow Events	6
July 31	6
Sept 9	7
Sept 17	9
Dec 23 & 31	10
Other Observations	11
Erie Connection	11
Sewer Meter K-3	12
Discharge Meter Calculation	12
Bypass Plug Dislodgement	12
Conclusion	13
Overflow Events	13
July 31	13
Sept 9	13
Sept 17	14
Special Study Addendum Alternatives	14
Recommendation	15
Event Selection	15
Concept Selection	16
Tank Selection	17
“Special Study” Plan Conformance	17
Appendices	

TABLES

Table 1	July 31	Bypass	Page 6a
Table 2	July 31	Storage	Page 6b
Table 3	Sept 9	Bypass	Page 8a
Table 4	Sept 9	Storage (Original)	Page 8b
Table 5	Sept 9	Storage (Deduct for inflow due to displaced plug)	Page 9a
Table 6	Sept 17	Overflow & Storage	Page 10a
Table 7	Dec 23	Overflow & Storage	Page 10b
Table 8	Dec 31	Overflow & Storage	Page 10c
Table 9	Sept 9	Storage (Deduct for influx & add 5,500 gpm pumping)	Page 11c

FIGURES

<u>Figure</u>	<u>Description</u>	<u>Page</u>
1	CITY INFLUENT DATE MANOR & BOYER	5a
2	FLOW RATE INCREASES AVAILABLE AT MANOR/BOYER	11a
3	MILLCREEK FLOW SEPT 9, 2004 AT MANOR	11b
4	JULY 31 KEARSARGE METERED EFFLUENT vs. METERED INFLUENT	12a
5	SITE MAP – TANK SIZE IMPACT	17a

UPDATE SUMMARY

The purpose of this update is to detail the changes in the facilities necessary to provide capacity to eliminate existing and future station overloads. The update does not include changes in cost estimates, proposed funding, user charges, implementation schedule and environmental review documentation.

The original study called for continued review of facility sizing during the design and review processes. Overflow events observed during that period revealed that facility sizing was not sufficient to protect against extreme future events. The update describes the increase in storage sizing and forward flow capabilities determined to be necessary to protect against those events.

The comment period is to extend from May 23, 2005, to June 22, 2005. A copy of the article is enclosed.

The changes detailed in the update include an upsized peak flow storage facility from 0.5 MG to 2.3 MG based on projected flows and facility requirements to have managed the September 9, 2004 storm induced flows. That storm had a 40 to 60-year recurrence factor. The storage pumping capacity will be increased to 4,500 gpm also.

The storage requires a 112 ft. diameter footprint vs. the original 80 ft. and has dictated that the tank center be relocated 60 ft. south and that the Authority purchase additional property to accommodate the tank.

Several additional trees will be required to be removed, one a 100 ft. high sycamore. The tank height will be 33 ft. and will not be provided with a roof vs. the original tank at 25 ft. with a roof. The 100-year floodplain, wetlands, and utility separation distances will be complied with.

The forward flow peak will remain the same (4,500 gpm), but the pump speed will be allowed to increase speed in an emergency which will allow them to pump 5,000 gpm. Manual operation may allow greater flows.

The enclosed study reflects the latest changes to adapt the concept to changes in anticipated loadings and design limitations.

KEARSARGE PUMP STATION
STORAGE & PUMPING CAPACITY
UPDATE
ACT 537 SPECIAL STUDY ADDENDUM

(Revised May 17, 2005)

INTRODUCTION

In July of 2004 a report was submitted to the PA DEP which was considered a Special Study update for the township's Act 537 Plan. The update was specifically prepared for the Kearsarge pump station to address problems with overflows from the station. The recommendations of the study were based upon past observations at the pump station which did not include any major storms during the period of the study and was forced to utilize incomplete information for overflows in the period prior to the study. Utilizing that information the study recommended that storage be constructed of approximately ½ million gallons for collecting excess flows and that forward pumping capacity of 4,500 gpm be provided.

An update to the study was submitted in August, 2004, which was requested by the PA DEP to address the fact that a larger storage may be necessary. This update was submitted after an overflow event on July 31, 2004, which did indicate that storage volumes greater than the 500,000 gallons may be necessary. The update revised the study recommendation to specify a minimum storage of 500,000 gallons and that further assessment would be made of storms observed through the design period. On September 30, 2004 the PA DEP approved the Act 537 Special Study with the minimum 500,000 gallon storage provision. This report addresses five overflow events that have occurred since the time the report was submitted in July.

DISCUSSION

Overflow Events

Three events would have demanded storage greater than 500,000 gallons. They are those associated with the storms of July 31, September 9, and September 17, 2004. The remaining two events occurred in December (the 23rd and 31st) and, although they were much lesser events and do not impact recommendations, the observations impact the results of the earlier events. Thus all are discussed in this update in order of occurrence.

July 31, 2004 Overflow Event

This overflow was the result of a twenty-nine hour rain event beginning on July 30 at approximately 2:00 p.m. and continuing through until 7:00 p.m. the following day.

App. 547

Several different rainfall gauges were consulted to determine the amount of rain. The following description incorporates a consensus of the meters confirmed by observations.

Rainfall between 2:00 p.m. and 11:00 p.m. of July 30 approximated a total of ½-inch of precipitation. Between 11:00 p.m. and 5:30 a.m. another estimated 2-inches of rain fell. The intensity of the rain then decreased to approximately ½-inch from the period 5:30 a.m. to 3:00 p.m. Then for the period of 3:00 p.m. to 7:00 p.m. rainfall levels reached 1-1/4-inches. Total rainfall recorded by the Summit, McDowell, Landfill, and City rain gauges were between 2-inches to 3.5-inches with the majority of the rain falling between 12:00 a.m. and 5:30 a.m. The highest intensity rainfall occurred at midnight and then again at 5:00 a.m. These two events were followed by a third event at approximately 6:00 p.m. on July 31. This last storm was not observed near the lake nor did it seem to be nearly as extreme at any of the stations located on the north side of the lake ridge. Observations in the vicinity of the top of the ridge and south indicated rainfall of approximately 1-inch during the period 3:00 p.m. to 7:00 p.m. Extreme street flooding was noted throughout the Kearsarge area during this event.

The storm event included no hourly precipitation that would be greater than a one-year recurrence frequency storm but combined it is estimated that it was a five-year frequency storm for a twelve-hour duration and ten years over twenty-four hours. The overflow volumes occurred over two time frames. The first beginning at the time of the second peak flow recorded at McDowell at about .8-inch of rain over an hour period and at Greengarden in the City at approximately .56-inch of rain over that hour. The NOAA weather station at the airport recorded about ½-inch of rain within that time frame. The overflow began at approximately 5:30 a.m. and continued until approximately 1:30 p.m. when the bypass was turned off. Little rainfall continued over the next four hours until approximately 6:00 p.m. when the third event began. The overflow was again opened at 7:00 p.m. and it continued open until 2:30 a.m. Most rain had stopped by 7:00 p.m. It is postulated that the earlier drenching of the soil with the high intensity rainfall around midnight saturated the soils and when the second storm began at approximately 5:00 a.m., the soil storage had been exceeded and sump pumps, which are believed connected to the sanitary sewer system, began pumping to protect basements from storm water which resulted in an overload of the sanitary system. The first storm was controlled at the station. The second overflow event at 7:00 p.m. required pumps to be placed at two different manholes in the system to prevent flows from backing up and entering basements. Total bypass flows for the entire period are estimated at 2.295 MG including flows discharged from manholes.

September 9, 2004 Overflow Event

This was created by a storm event associated with residuals of a hurricane. The overflow event began at 2:00 a.m. on September 9th when the bypass was first opened and continued for 20 plus hours. The bypass was closed around 12:15 a.m. on September 10. The rain first began about 5:00 p.m. on September 8. By 11:00 p.m. 1-inch of rain had fallen and increased in intensity throughout the early morning hours.

The best rainfall information available was the Summit Township meter with approximately 1-inch of rain falling between the period 10:30 p.m. and midnight on September 8 and approximately 1-inch of rain falling between the period 12 midnight and 1:00 a.m. Another .4-inch of rain fell between the period of 1:00 a.m. and 2:00 a.m. It is concluded that in the period of 5:00 p.m. and 5:00 a.m., a twelve-hour period, between 4-1/2 and 5-inches of rain fell. A 4-inch rainfall over a twelve-hour period is given as a recurrence frequency of 30 years. A 4-1/2-inch at 50 years and a 5-inch at 70 years. The one-hour was approximately a 1-year storm while the 2-hour was about a 5-year recurrence and the 3-hour was about a 10-year recurrence.

During this storm three pumps were sent into the system operating at three different manholes in order to pump sewer levels down to keep levels at or below basement elevations. Total flows bypassed during this event are estimated at 6.0 MG. Of that number, 800,000 gallons had been discharged from the system manholes and 600,000 gallons was originally believed due to flooding of manholes caused by backed up stream waters caused by a downed tree (at approximately 4:15 AM flow inexplicably increased above influent sewer surcharge capacity). This latter volume was later attributed to a cross connection with the stream and estimated at 1,260,000 gallons.

September 17, 2004 Overflow Event

This overflow was again the result of a rain attributed to the residual impact of a hurricane. The rain event began with relatively heavy rain at approximately 6:00 a.m. on September 17, 2004. The rain event averaged about 1-1/2-inches over about a ten-hour period with the majority of the rain falling in the first two hours (approximately 0.5-inch in the first hour and 0.3-inch in the second hour). Three rain gauges were checked for information and all three agreed rather well. The actual rainfall intensities are all less than one-year frequency occurrences. This rainfall event was not a major event.

Overflow at the station began at approximately 10:55 a.m. Unlike other storms this storm began with relatively small flows and it was not until the majority of the rain stopped that flows hit higher levels (complications involved in the assessment included power failures). The overflow volume or bypass volume is estimated at 1.9 MG between the period 10:00 a.m. and 11:30 p.m. Nearly half the bypass volume occurred in the period 5:00 p.m. to 8:30 p.m. during which time only about .15-inch of rain fell. The rain entirely stopped at 7:00 p.m.

December 23 and 31, 2004 Overflow Events

On December 23, 2004, there was an overflow due to rainfall of 1/2-inch over a six-hour period. This event began at about 11:00 AM. The overflow peaked at 1:00 PM at flows of 5,800 gpm but was not stopped until 3:00 PM.

The event on December 31, 2004, was first reported at 9:30 AM and was associated with a snow melt with some rain (1/2-inch over twelve hours). The bypass began at 8:45 AM when the bypass was opened six turns with flows of 4,500 gpm. The bypass was opened

to ten turns at 10:30 AM with flows at 5,000 gpm. The meter began to malfunction but at 11:50 PM flows began to recede reaching 4,500 gpm at 11:55 with only two pumps operating. At 3:00 PM the bypass was closed to three turns but flows remained above the station capacity until 7:00 PM. An investigation during that period revealed an old bypass plug had been dislodged and stream waters were back flowing into the pump station. Flows approximating 1,000 gpm were estimated to be entering through the cross connection with about 1 foot of head. The writer observed that condition at 3:30 PM. At that time stream levels were at the crown of the 20-inch ID pipe supporting the old flap gate. That gate was approximately 4-inches agape at the bottom allowing stream waters entry into the Beaver Run gravity sewer just prior to its entry into the pump station. The inflow is downstream from the sewer flow meter K-1. Thus, that meter's results were not impacted by the inflow. Investigations the following Monday, once stream flows receded, found the concrete plug, placed in the overflow at the wing wall, to have been dislodged.

Other Observations

K-3 or Summit Meter

During the assessment of these storms' impacts on the Kearsarge pump station, it was determined that the information being provided for the meter that measures the influent flow at the station from Summit Township termed the "Beaver Run Relief Sewer" was being calculated based upon an 18-inch diameter sewer rather than the actual 24-inch diameter sewer.

Discharge Meter Reading

Because of high flow indications, elongated discharge periods, and the extreme and rapid changes in station discharge rates, it was decided to again calibrate the Kearsarge meter by performing drawdown tests. Drawdown tests were completed on September 30, 2004. The results are found in Appendix A. Those tests indicated that the actual meter reading should have been 135% of the given meter reading. Previous attempts at calibration through drawdown had indicated the percentage to have been between 120% and 125%. Overflow volumes given above have been corrected for the newly calculated meter calibrations. Since the overflow values and calculated storage needs for the three storms described above exceed the earlier storms' values, there is no need to correct the earlier results. The design storm will most likely be one of the three recent events recorded in July and September.

Pump Capacity

Pump #1 motor failed toward the end of the September 9th overflow event. As a result the motor was removed and rewound and a new standby motor was ordered (the motor is now on hand). The pump motor was repaired, returned, and installed prior to the September 17th storm event. During the drawdown tests pump #1 was observed to be